

United States Court of Appeals
FOR THE EIGHTH CIRCUIT

No. 97-2429

United States of America,

Appellee,

v.

Aloysius Leroy Red Bird,

Appellant.

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Appeal from the United States
District Court for the
District of South Dakota.

[UNPUBLISHED]

Submitted: February 6, 1998

Filed: February 10, 1998

Before BOWMAN, WOLLMAN, and MORRIS SHEPPARD ARNOLD, Circuit
Judges.

PER CURIAM.

Aloysius Leroy Red Bird challenges the sentence imposed on him by the District Court¹ following his guilty plea to aggravated sexual abuse, in violation of 18 U.S.C. §§ 2241(a)(1) and 2246(2) (1994). The government argues the appeal should be dismissed because Red Bird agreed in his plea agreement to waive his right to appeal. We agree.

¹The Honorable Charles B. Kornmann, United States District Judge for the District of South Dakota.

The relevant plea-agreement language is as follows:

12. WAIVER OF DEFENSES AND APPEAL RIGHTS: Defendant hereby waives any right to appeal any and all motions, defenses, probable cause determinations, and objections which defendant has asserted or could assert to this prosecution, and the Court's entry of judgment against defendant and imposition of sentence, including sentence appeals under 18 U.S.C. § 3742.

Based on this language and our review of other portions of the record, including the plea colloquy set forth in the change-of-plea transcript, we conclude Red Bird knowingly and voluntarily waived his right to appeal his sentence. We therefore specifically enforce Red Bird's waiver against him by dismissing this appeal. See United States v. His Law, 85 F.3d 379, 379 (8th Cir. 1996) (per curiam) (holding that a plea agreement may be specifically enforced).

Accordingly, the appeal is dismissed.

A true copy.

Attest:

CLERK, U.S. COURT OF APPEALS, EIGHTH CIRCUIT.